

1 RICHARD H. ZAITLEN #63283  
2 STEPHEN D. BYERS #223330  
3 PILLSBURY WINTHROP SHAW PITTMAN LLP  
4 725 South Figueroa Street, Suite 2800  
5 Los Angeles, CA 90017-5406  
Telephone: (213) 488-7100  
Facsimile: (213) 629-1033  
Email: [richard.zailen@pillsburylaw.com](mailto:richard.zailen@pillsburylaw.com)  
Email: [sbyers@pillsburylaw.com](mailto:sbyers@pillsburylaw.com)

JS-6

6 Attorneys for Plaintiff and Counterdefendant  
TROY-CSL LIGHTING, INC.  
7

8  
9  
10 UNITED STATES DISTRICT COURT  
11  
12 CENTRAL DISTRICT OF CALIFORNIA  
13  
14 WESTERN DIVISION

15  
16 TROY-CSL LIGHTING, INC., a } Case No. CV-06-6696-VBF(RZx)  
17 New York corporation, }  
18 Plaintiff and }  
Counterdefendant, }  
19 vs. }  
20 GM LIGHTING, LLC., an Illinois }  
corporation, }  
21 Defendant and }  
Counterplaintiff. }

**CONSENT JUDGMENT AND  
PERMANENT INJUNCTION**

22 **CONSENT JUDGMENT AND PERMANENT INJUNCTION**

23 Plaintiff Troy-CSL Lighting, Inc. (“Troy”) and defendant GM Lighting,  
LLC (“GM”) (collectively, the “Parties”), having agreed to a final settlement  
24 of the claims made in this action, hereby stipulate to entry of this Consent  
25 Judgment as a judgment of this Court.

1       1. This Court has personal jurisdiction over the Parties and over the  
2 subject matter of this action and will retain jurisdiction over the Parties for the  
3 purposes of enforcing this Judgment and Order.

4       2. Troy is the assignee of U.S. Patent No. 7,114,833 (“the ’833  
5 patent”) and is the owner of all right, title, and interest in said patent.

6       3. Claim 16 of the `833 patent is valid and enforceable.

7       4. GM has sold lighting fixtures under the Model Nos. “X-8,”  
8 “X-16,” “X-24,” and “X-32.” Examples of such lighting fixtures are attached  
9 hereto as Exhibit 1. GM has sold these lighting fixtures to various entities in  
10 the United States.

11       5. Model Nos. “X-8,” “X-16,” “X-24,” and “X-32” lighting fixtures  
12 having the structure shown in Exhibit 1 attached hereto infringe claim 16 of  
13 the ’833 patent.

14       6. Except as otherwise set forth in the Settlement Agreement  
15 between the parties, GM, and its officers, agents, servants, and employees, and  
16 those persons in active concert or participation with them who receive actual  
17 notice of this Judgment, are hereby permanently enjoined from making,  
18 importing, promoting, advertising, or manufacturing the X-32 Lighting  
19 Fixtures having the structure depicted in Exhibit 1 attached hereto for so long  
20 as claim 16 of the ’833 patent is valid and not expired.

21       7. Except as expressly provided in this Order, the Complaint and all  
22 claims and counterclaims in this case are hereby dismissed with prejudice.

1       8. This Judgment is entered subject to and pursuant to a settlement  
2 agreement between the parties hereto. Each party shall bear its own attorneys'  
3 fees, costs and expenses incurred in this action.

4 IT IS SO ORDERED:

5 Dated: 12/22/09

*Valerie Baker Fairbank*

6 Hon. Valerie Baker Fairbank  
United States District Court Judge

7  
8 AGREED TO AND ACCEPTED BY:

9 PILLSBURY WINTHROP SHAW  
PITTMAN LLP

WAGNER, ANDERSON &  
BRIGHT, LLP

10  
11 By: \_\_\_\_\_

By: \_\_\_\_\_

12 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

13 Richard H. Zaitlen  
14 Attorneys for Plaintiff

Roy L. Anderson  
Attorneys for Defendant

1  
2 EXHIBIT 1  
3  
4  
5  
6  
7  
8  
9

